

# MCB MOBILE TERMS & CONDITIONS

## TERMS AND CONDITIONS GOVERNING THE USE OF MCB MOBILE SERVICE BY MCB BANK LIMITED

Please read these terms and conditions carefully.

These terms and conditions ("Mobile Banking-Terms") set out the rights and obligations of you, the customer, and us, the Bank, in connection with your use of the MCB MOBILE-Service/Facility. All the terms and conditions of these Mobile Banking-Terms are legally binding, so please read them through carefully before you accept and agree to the said terms and conditions. This agreement becomes effective between you the customer and MCB Bank Limited ("the bank", "we" or "us") at the time of registering for mobile/electronic banking or at the time you access MCB MOBILE, whichever occurs first. For purposes of this agreement "electronic banking" includes online banking, MCB MOBILE, prepaid products through Internet or Mobile Phone, as well as, banking alerts via SMS or E-mail and SMS information services.

The Customer acknowledges, confirms and understands the following

### 1. SCOPE OF MOBILE BANKING-TERMS & ELECTRONIC BANKING-TERMS

In addition to this agreement, the terms and conditions of your automated teller machine (ATM) card (bank card terms) and account or facility terms and conditions (other terms) shall apply to all transactions you carry out or instruct us to carry out through bank accounts linked to the card or account number you select when using MCB MOBILE. In the event of conflict between the provisions of this agreement and the bank card terms or any other term, the provisions of this agreement shall prevail. Where the bank card terms or other terms require amendments or additions thereto to be reduced to writing and/or signed, your acceptance of this agreement shall be deemed to satisfy such requirements.

### 2. DEFINITIONS:

2.1 In these Mobile Banking-Terms and Conditions, the following words shall have the following meanings:

"Agreement" means the agreement formed between you and the Bank on acceptance of these Mobile Banking-Terms and conditions in any written or electronic format.

"Account" means one or more of the following accounts operated and maintained by us in your name: Savings Account, Fixed Deposit Account, Credit Card Account, Debit Card Account or any other account maintained by us in your name from time to time.

"ATM" means automated teller machine

"Bank" means MCB Bank Limited

“Customer” means the person who holds an Account with the Bank to whom any of the Electronic Banking/MCB MOBILE Services are provided. Where the Service mandate is requested by more than one authorised individual to an Account, they shall be jointly and severally bound by the conditions mentioned hereunder.

“MSP” means any mobile service provider through whom the Customer or the Bank receives the mobile services as notified by the Bank.

“Service Provider (s)” definition includes but is not limited to MSPs, organizations or individuals whose services the Bank uses in relation to MCB MOBILE Service in any capacity whatsoever.

“PIN” means the 4 digit PIN as provided by the Customer for authentication / verification by Bank of his / her identity. Customer will be able to obtain a range of financial information as determined by the Bank related to his / her relevant Account(s) through the use of PIN and such other means of identification assigned to the Customer in connection with the Account(s) and Facility.

“Alerts” means the customized messages sent either by short messaging service / text (“SMS” over the Customer’s mobile phone, email, or fax or any other modes of communication.

“MSP Channels” are defined as any one or more of the data communication channels offered by a MSP that can be used to access the “MCB MOBILE Service”.

“GPRS/WAP Channel” means the access to internet provided by MSP’s on GPRS/WAP enabled mobile phones.

“SMS Channel” means Short Messaging Services offered by MSP’s on mobile phones. These messages can be initiated by a customer or by the Bank.

“USSD Channel” means Unstructured Supplementary Service Data offered by MSP’s on mobile phones.

“Traffic” means the network traffic on the telecommunications infrastructure in Pakistan which includes and is not limited to SMS TRAFFIC, GPRS/WAP traffic but also at times includes the load on a communications device/mobile phone or system. Data transmitted over a network. Overall network usage at a given moment. However, at times it can refer to specific transactions, messages, records or users in any kind of data or telephone network.

“Service/Facility” means the MCB MOBILE-Service/ facility granted by the Bank to the holder(s) of MCB Bank VISA / MasterCard (debit and credit cards) and of any account and / or joint account and / or any other accounts or services as determined by the Bank from time to time (“Account(s)”) for access to information on Accounts as may be prescribed by the Bank from time to time and usage of products and / or services as may be made available and included on mobile phone(s) by the Bank from time to time.

“MCB MOBILE service” means our mobile phone banking service which is a service of MCB that enables the banks’ customers to access their account details as well as make select transactions through one or

more MSP Channels subject to expiry of transactions per session offered by the Bank from time to time using a mobile phone.

“Services” means the services made available by us to you under these terms and conditions

“Eligible Accounts” means individual accounts in your sole name and to joint accounts which you hold with another person but only if the mandate is “either one to sign”.

“Instructions” means instructions, communications, operations or transactions transmitted by your Mobile Phone under the MCB MOBILE-Service.

“Security Codes” means all user, passwords, activation keys, digital keys, and/or digital signatures, as may be prescribed by the Bank from time to time for use with the MCB MOBILE-Service.

“Service Charge” means the fee that is deducted from the customer’s account for use of the facility. This fee will be deducted and may change at any time at the sole discretion of the Bank.

“Transactions” means any payment for goods or services or other items or any cash advance, travellers cheques or foreign currency obtained by the use of a card, PIN or card number. You need not have signed anything for a transaction to have taken place. It also includes financial transactions such as funds transfers to other MCB customers, funds transfers to another bank’s customer, funds transfer to a customer without any bank account, bill payments, mobile top-ups, purchase of prepaid cards, credit card bill payments etc and non-financial operations such as balance inquiry, mini statement and other information services available in this Facility.

“Us” or “we” means MCB Bank Limited, their successors and assigns. “Our” shall mean relating to or belonging to us. us.

“You” means the person accepted by us as a BANK customer and in whose name an Account is opened. “Your” shall mean relating to or belonging to you.

“User Guidance” means the guidelines we provide from time to time in connection with your operation of the Service, which may include guidance:

in hard copy form (for example, in a user manual or by letter); and

spoken guidelines (e.g. by any technical helpdesks we may operate); and

through any on-line help service available as part of the Service.

2.2 In these Mobile Banking-Terms:

2.2.1 the words include and including shall not be construed as having any limiting effect;

2.2.2 the singular includes the plural and vice versa;

2.2.3 a gender includes the other genders;

2.2.4 the headings are used for convenience only and do not affect the interpretation of these Mobile Banking-Terms;

2.2.5 the words "in writing" include any communication sent by letter, facsimile transmission or email;

2.2.6 a reference to a document includes the document as modified from time to time and any document replacing it; and

2.2.7 the word " person" includes a natural person and any body or entity whether incorporated or not.

### 2.3 DEFINING THE DEVICE AND MEDIUM

The device which you select to access MCB MOBILE Service may include a computer, mobile/cell phone, television or similar technologies (the device) and the medium through which you access electronic banking may include the Internet, wireless application protocol (WAP), wireless Internet gateway (WIG), short messaging system (SMS), or similar technologies (the medium). We will refer to the device and the medium collectively as "MCB MOBILE service/communication system". Where a particular communication system requires contractual provisions different from other communication systems, this will be clearly stated in this agreement.

### 3. MOBILE BANKING-SERVICE SCOPE

3.1 The MCB MOBILE-Service will only be available for mobile phones and data connections which meet the required specifications and configurations as may be specified by the Bank from time to time and you agree to procure and maintain a mobile phone and data connection which meet these requirements at your own expense.

3.2 User Guidance on the operation of the MCB MOBILE-Service will be made available to you. You must follow all relevant User Guidance whenever you access or operate the MCB MOBILE-Service. The Facility is currently available only to resident Pakistani Customers with Account(s) with the Bank

3.3 The Bank may inform you from time to time about changes to the way you should access or operate the MCB MOBILE-Service. You must observe all such changes when accessing or operating the MCB MOBILE-Service.

3.4 The MCB MOBILE Services are intended to be available 7 days a week, 24 hours a day but there is no warranty that the same will be available at all times. You further agree that the Bank shall be entitled at any time, at the Bank's sole discretion and without prior notice, to temporarily suspend the operation of the MCB MOBILE-Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that the Bank deems fit, and in such event, the Bank shall not be liable for any loss, liability or damage which may be incurred as a result.

3.5 The scope, features and functionality of the MCB MOBILE-Service will differ from the other Banking Services for other electronic channels, and may be varied by the Bank from time to time. You agree and acknowledge that:

3.5.1 certain services are not available on the MCB MOBILE-Service and these may or may not become available in the future; and

3.5.2 certain services which are currently available on the MCB MOBILE-Service may be discontinued.

3.6 You acknowledge and agree that the Bank may, in its sole and absolute discretion, without notice and from time to time add to, vary, alter, suspend or remove any part of or all of the MCB MOBILE-Service, or any function or feature of the MCB MOBILE-Service, without giving any reason and without incurring any liability.

3.7 For the avoidance of doubt, where conflicting or inconsistent instructions are received from two (2) or more joint account holders, the Bank shall be entitled to act on any one of these instructions without any liability for any failure to act on the other instructions.

#### 4. ELIGIBLE ACCOUNTS

4.1 By agreeing to be bound by the terms of this agreement, you agree that the MCB MOBILE-Service will be available on all Eligible Accounts with the Bank, whether open now or in future. The MCB MOBILE-Service cannot be used on some types of accounts and the Bank will advise you from time to time as to which accounts are eligible.

4.2 In order to use the MCB MOBILE-Service, you must be registered by the Bank to use the MCB MOBILE-Service, and comply with the registration and activation procedures prescribed by the Bank.

#### 5. INDEPENDENT MOBILE PHONE SERVICE PROVIDER.

You understand that any access to MCB MOBILE will be effected through the relevant mobile phone service provider in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of that country and any terms and conditions prescribed by the Mobile Phone Service Provider in separate agreements with you. You shall be responsible for all fees, charges and expenses, including IDD charges for overseas usage, which may be imposed by the Mobile Phone Service Provider in servicing your telecommunications equipment in connection with the use of MCB MOBILE.

You represent to the best of your knowledge that your telecommunications equipment through which access may be effected by any use of the Account Number and PIN are free from any electronic or mechanical defect, data failure or corruption, viruses, bugs and other similar problems. You agree that neither we, nor any of our officers and employees or any branch, affiliate or subsidiary of MCB, are responsible for any electronic or mechanical defect, data failure or corruption, computer viruses and bugs or related problems that may be attributable to your telecommunications equipment and/or the services provided by any relevant mobile phone service provider.

5.2 The Bank may wherever feasible shall extend the Facility to other MSP's from time to time.

5.3 The customer assumes full responsibility for the security and confidentiality of his / her Mobile Phone / mobile phone number and PIN to be used in initially gaining access to his / her enrolled Account(s) through the use of his / her mobile phone.

5.4 The customer assumes full responsibility to inform the mobile phone service provider to block the SIM card or terminate the Mobile Phone Number in case of loss or theft of the mobile phone.

5.5 In case of customer's mobile phone lying unattended, the customer undertakes to lock it prior to leaving it unattended. In the event of not locking it, the Bank is not liable for any breach of confidentiality of any data/information sent to the customer's mobile phone. The Customer acknowledges that he/she is solely responsible for protecting his/her mobile phone/device.

5.6 The customer shall inform the Bank immediately on surrendering / discontinuing use of the MSP's mobile connection or blocking his or her mobile phone SIM card. The customer alone is responsible for ensuring continuation of the Facility on his MSP's mobile connection.

5.7 The Bank shall not be concerned with and will not be held liable for any dispute that may arise between the Customer and the MSP and makes no representation or gives no warranty with respect to the quality of the service provided by the MSP or guarantee for timely delivery / execution / contents of each Alert and or transactions.

## 6. PROCESS

6.1 The Customer is duly bound to acquaint himself with the detailed process for using the Facility and the Bank is not responsible for any error / omissions by the Customer.

6.2 The processing of registration requests for the Facility via any registration form, ATMs, website and/or MCB Virtual Banking shall require a minimum of 1 hour from the time of successful submission. Requests received on a non-working day shall be processed on the following working day.

6.3 The Bank is not bound to acknowledge the receipt of any query instructions, nor shall the Bank be held responsible to verify any Instructions. The Bank shall endeavor to provide Instructions on a best effort basis and wherever operationally possible for the Bank.

6.4 The Customer is solely responsible for intimating in writing to the Bank or by calling the call center /helpline for any change in his mobile phone number and the Bank will not be liable for sending Alerts or other information over the Customer's mobile phone number in any way, whatsoever.

6.5 The Customer acknowledges that the Facility is available via a sensitive electronic system and is dependent on the telecommunications infrastructure, connectivity and services within Pakistan. The Customer accepts that timeliness, of Alerts sent by the Bank will depend on factors affecting the telecommunications industry. Neither the Bank nor its Service Providers shall be liable for spoofing, errors or delays in transactions, delivery of Alerts, error, loss, distortion in transmission of and wrongful transmission of alerts to the Customer.

6.6 The Bank shall endeavor to provide the Facility on a best effort basis and the Customer shall not hold the Bank or its Partner(s) responsible / liable for non-availability of the Facility or any loss or damage caused to the Customer as a result of use of the Facility (including relying on the Facility for the Customer's personal, investment or business purposes). The Bank or its Service Providers shall not be held liable in any manner to the Customer in connection with the use of the Facility.

6.7 The Customer accepts that each Alert may contain certain financial and / or non financial Account(s) information relating to the Customer. The Customer authorizes the Bank to send Account related information, though not specifically requested, if the Bank deems that the same is relevant.

6.8 The Customer must keep the SIM card and his/her Mobile phone in secure / safe custody at all times. The Customer shall be solely responsible for the consequences in case the customer fails to adhere to the above and / or in case of any unauthorized use of his/her mobile phone or SIM card.

6.9 By agreeing to the Terms and Conditions of MCB MOBILE, the Customer accepts the option to use enhanced options, as and when they are made available by the Bank, which may include but not be limited to; information requests and purchase of investment and insurance products, other non Banking products offered by Partner(s) of the Bank, additional bill payments, transferring from one currency to another, international and internal remittances. Upon the Bank offering the enhanced options, the Customer shall be advised the fees charged if any for the various enhanced options made available. Such options may or may not be charged on a per transaction basis or otherwise as determined by the Bank.

## 7. WITHDRAWAL AND TERMINATION

Notwithstanding anything herein to the contrary, the Bank may at any time, in its absolute discretion withdraw temporarily or terminate the Facility, either wholly or in part, at any time. The Bank may, without prior notice, suspend temporarily the Facility at any time during which any maintenance work or repair is required to be carried out or in case of any emergency or for security reasons, which require the temporary suspension of the Facility:

7.1.1 The Bank will automatically terminate your right of access to the MCB MOBILE Services should you cease to maintain any Account with the Bank which can be accessed via the MCB MOBILE Services or should your access to such Account be restricted by the Bank or any other party for any reason;

7.1.2 You may terminate the MCB MOBILE Services by giving prior written notice to the Bank. The MCB MOBILE Services will be cancelled within seven (7) days from the date of the Bank's receipt of the notice of termination and you agree that the Bank shall not be obliged to effect any of your Instruction received on any day falling after the receipt of your notice of termination. Liabilities incurred by the Customer shall, however, survive the termination of this agreement.

## 8. ADDITION

The Bank reserves the right to introduce additional services with or without giving any notice to the customer. The Bank reserves the right to send messages to the registered Mobile phones regarding its products, services or any related matter, without the express consent of the customer.

## 9. SECURITY & ACCESS PROCEDURES

9.1 Security Codes will be issued by the Bank for access to the MCB MOBILE-Service, which may be different from those issued for the other Services. The Bank may also issue separate requirements, restrictions, instructions, activation and access procedures, or any additional conditions pertaining to the access and use of the MCB MOBILE-Services, the Software, and the Security Codes for the MCB MOBILE-Service, and the transmission of Instructions ("Procedures"). All Procedures may be varied by the Bank from time to time. You agree and undertake to be bound by and to comply with all of the Procedures as may be issued by the Bank from time to time.

9.2 you must secure the Software and the Security Codes installed in your Mobile Phone with a password. All such passwords and the Security Codes must be kept strictly confidential and must not be disclosed to anyone else.

9.3 You must not leave your Mobile Phone unattended or permit any person access to your Mobile Phone in such a manner that he may access your Software, Security Codes or the MCB MOBILE-Service, whether with or without your consent.

9.4 In the event that you lose or replace or part with possession or control of your Mobile Phone in which the Software and/or Security Codes are installed, or if you have reason to believe that someone has accessed your bank account(s) using the Software or Security Codes, you must immediately notify and instruct the Bank to revoke the Security Codes immediately, and make a fresh registration for the MCB MOBILE-Service.

## 10. FEES

10.1 The Customer agrees to pay the Bank the annual service fee as defined in the MCB's schedule of bank charges, unless otherwise waived by the bank. In this connection, the Bank is hereby authorized by the customer to debit any of the Customer's Account(s) with the Bank at the time of activation and on annual basis thereafter.

10.2 The Customer, shall be liable for payment of airtime or other charges which may be levied by the MSP in connection with the use of this Facility, as per the terms and conditions of the MSP and the Bank is in no way concerned with the same.

## 11. DISCLOSURE

The Customer accepts that all information /Instructions will be transmitted to and /or

stored at various locations and be accessed by personnel of the Bank (and its affiliates). The Bank is authorized to provide any information or details relating to the Customer or his Card Account to the MSPs or any other service providers so far as is necessary to give effect to any instructions.

## 12. YOUR AUTHORITY/INSTRUCTIONS

Use of a MCB MOBILE service means we do not interact face-to-face. Unless you notify us before we give effect to an instruction, you authorize us to rely on and perform all instructions that appear to originate from you (even if someone else is impersonating you). You permit us to regard all activities you conduct or instructions sent after you enter your access code as being authorized by you and intended to have legal force and effect. You acknowledge that the Bank may not be able to reverse or annul any transaction executed based on Instructions received prior to your notice to the Bank.

### 13. SUFFICIENT NOTICE

You permit us to issue notices required in terms of this agreement, legislation or regulation by making such notification available via our communication systems or sending such notification by email, SMS or similar future technologies. Any notices so issued by us, will as far as they contain contractual terms relating to mobile/online banking, also form part of this agreement. For the purpose of service of any legal process we choose the following registered address:

MCB Mobile

Remote Banking – Consumer Banking Group

2nd Floor

MCB Building

Block 5, Schon Circle, Clifton

Karachi

### 14. NO OFFER, RECOMMENDATION OR SOLICITATION

Unless clearly stated, all material on the communication system merely constitutes an invitation to do business with us. It does not constitute an offer or solicitation to buy or sell, or dispose in any way, of any investment, or to enter into any transaction.

### 15. INFORMATION FEEDS

We may use the services of other organizations to provide information on the website and for the purposes of the MCB MOBILE service. We have no control over this information and make no representations or warranties of any nature as to its accuracy, appropriateness or correctness. You agree that such information is provided "as is" and we will not be directly or indirectly liable for any damages that may arise from you relying on it. All quotes, news, market information such as share prices or data shown on the MCB MOBILE service by way of live information feeds are delayed by at least 30 minutes unless otherwise stated. You should always select the "refresh" or similar page or screen update function on your Internet browser or handset to ensure that the information you are viewing is the most current.

### 16. OUR INTELLECTUAL PROPERTY

We retain all copyright and other intellectual property rights in all material, including logos and other graphics and multimedia works published on or via the MCB website or MCB MOBILE Service. You are authorized to view and download one copy to a local hard drive or disk, print and make copies of such printouts provided that:

- a. the material is used for considering or using MCB MOBILE and for no other commercial purposes; and
- b. any reproduction of any portion of our proprietary material must include our entire copyright notice.
- c. The logos and trademarks shown on our MCB MOBILE service are our registered and unregistered trademarks or those of third parties. Nothing contained on our online MCB MOBILE service should be construed as granting any license or right to use any trade mark or other intellectual property without our prior written permission or that of the relevant third parties.

Irrespective of the existence of copyright, you acknowledge that we are the proprietor of all material on the communication system, whether it constitutes confidential information or not, and that you shall have no right, title or interest in any such material.

## 17. SOFTWARE

You must use and maintain only hardware and software of sufficient quality and performance capability. Your failure to use such software or hardware may result in a higher security risk and cause the Facility not to operate properly or not at all.

Software, if any, made available for download on or via the facility is governed by license conditions that establish a legal relationship with the licensor. You indemnify us against any breach of these license conditions. We give no warranty and make no representation, whether expressly or implied, as to the quality or fitness for purpose or use of such software.

No warranty, whether express or implied is given that any files, downloads or applications available via this facility are free of viruses, trojans, bombs, time-locks or any other data or code which has the ability to corrupt or affect the operation of your computer, database, network or other information system. .

## 18. TRANSMISSION OF INFORMATION AND SECURITY TIPS

Information transmitted via an unsecured link over an online or MCB MOBILE service is susceptible to potential unlawful access, distortion or monitoring. You must comply with the security tips which are published on our website from time to time. As we do not have the ability to prevent unlawful activities by unscrupulous persons, you accept that we cannot be held liable for any loss, harm or damage suffered by you as a result thereof. To limit these risks, we may request independent verification of any information transmitted by you via our online system from time to time.

## 19. WARRANTIES AND REPRESENTATIONS

We do not warrant that the communication system or MCB MOBILE service will be error-free or will meet any particular criteria of accuracy, completeness or reliability of information, performance or

quality. We expressly disclaim all implied warranties, including, without limitation, warranties of merchantability, title, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

## 20. SETTLEMENT

We shall not print or issue any advice or confirmation for any transaction conducted via MCB MOBILE although any such transaction will be recorded in the monthly statement issued by us. A transaction is completed instantaneously if done before the cut-off time reckoned at the location of our data and operation system. If it is done after the cut-off time at such location, it will be completed as a transaction at next business day value. The transaction details, account balances and other information as shown in your telecommunications equipment are for reference only. Those transaction details and account balances as recorded by us will be conclusive (for example, as to the balance, the type and amount of the transaction and the time and date it occurred).

## 21. DISCLAIMER AND LIMITATION OF LIABILITY

For purposes of this clause "we" or "us" or "our" includes the bank as well as its affiliates, shareholders, employees, consultants and agents. Although we have taken care to ensure that the content provided on the Facility is accurate and that you suffer no loss or damage as a result of you using it, the facility and MCB MOBILE service are provided "as is". We are not liable for any damages whatsoever relating to your use of the facility. This includes the information contained on the facility or your inability to use the facility, including, without limitation, any direct, indirect, special, incidental or consequential damages, whether arising out of contract, statute, delict or otherwise and regardless of whether we were expressly advised of the possibility of such loss or damage. Without derogating from the generality of the foregoing, we are not liable for:

- a. any damages which you suffer as a result of a compromise of your access codes;
- b. any interruption, malfunction, downtime or other failure of the MCB MOBILE service/ communication system or electronic banking, our banking system, third party system, databases or any component part thereof for whatever reason;
- c. any loss or damage which arises from your orders, investment decisions, purchases or disposal of goods and services, including financial instruments or currencies, from third parties based upon the information provided on the facility;
- d. any loss or damage with regard to your or any other data directly or indirectly caused by malfunction of our bank system, third party systems, power failures, unlawful access to or theft of data, computer viruses or destructive code on the bank system or third party systems; programming defects; negligence on our part.
- e. any interruption, malfunction, downtime or other failure of goods or services provided by third parties, including, without limitation, third party systems such as the public switched telecommunication

service providers, internet service providers, electricity and water suppliers, local authorities and certification authorities;

f. any event over which we have no direct control.

g. You agree to indemnify and compensate the Bank for any damages, loss, expense or liability incurred by the Bank as a result of any breach by you of this Agreement. In consideration of MCB Bank providing the Facility, you agree to indemnify and keep safe, harmless and indemnified MCB Bank from and against all actions, claims, demands, proceedings, loss, damages, costs, charges and expenses whatsoever the Bank may incur, sustain, suffer or be put to at any time as a consequence of acting on or omitting or refusing to act on any instructions given by use of the Facility.

h. There is loss of any information during processing or transmission or any unauthorized access by any other person or breach of confidentiality.

i. The bank shall not be held liable for any loss suffered by the user due to disclosure of the personal information to a third party by the Bank, for reasons inclusive but not limited to participation in any telecommunication or electronic clearing network, in compliance with a legal directive, for statistical analysis or for credit rating.

j. The Bank shall not be responsible for any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the utility company (ies)/credit card company (ies) which may result in disruption of the utility service and credit card related transactions.

k. The Bank shall not be responsible for any erroneous payments to utility company(ies)/credit card institution(s) arising out of wrong input of consumer/card number by the customer. The customer further confirms and agrees to waive any right which the customer may otherwise have for holding the Bank responsible for any mistake or omission caused by the Service and any delay by the Bank due to reasons beyond its control in onward transmission of the funds to the utility company(ies)/credit card institution(s) which may result in disruption of the utility Service or Card related transactions.

## 22. EVIDENCE

22.1 You agree that all Instructions transmitted by your Mobile Phone or otherwise issued by you, though in electronic form:

22.1.1 are written documents, and you agree not to dispute or challenge the validity or enforceability of any Instruction on the grounds that it is not a written document and you hereby waive any such right you may have at law;

22.1.2 are original documents and you agree not to challenge the admissibility of any Instruction on the grounds that it is made in electronic form; and

22.2 You acknowledge and agree that the Banks' records and any records of your Instructions made or performed, processed or effected through the MCB MOBILE-Service by you or any person purporting to

be you, or any record of transactions relating to the MCB MOBILE-Service and any record of any transactions maintained or by any relevant person authorized by the Bank relating to or connected with the MCB MOBILE-Service, whether stored in electronic or printed form, shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the instruction and transactions and your liability to the Bank. You hereby agree that all such records are admissible in evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or were produced by or are the output of a computer system, and hereby waive any of your rights (if any) to so object.

## 23. FORCE MAJEURE

23.1 No party shall be liable for any failure to perform its obligations under this Agreement if the failure results from a Force Majeure Event (defined below).

23.2 For purposes of this Agreement, a "Force Majeure Event" is an event which is beyond the reasonable control of a party and shall include acts of God, government, civil or military authority, civil or labor disturbance, strikes, criminal or terrorist activity, wars, fires, explosions, earthquake, subsidence, storms, floods, disease, epidemic, or health quarantines.

## 24. ASSIGNMENT & SUB-CONTRACT

24.1 This Agreement is personal to you, and you shall not be entitled to assign, charge or otherwise deal with this Agreement in any way.

24.2 The Bank may at any time delegate or sub-contract any rights or obligations under this Agreement to any third party, and appoint third party agents or sub-contractors to provide the whole or part of the MCB MOBILE-Service.

## 25. AMENDMENT

The Customer hereby, agrees to abide by, without need of notice and express consent, any and all future modifications, innovations, amendments or alterations to these terms and conditions.

## 26. SEVERABILITY

If any provision of this Agreement is agreed by the Bank and you to be illegal, void or unenforceable under any law that is applicable or if any court of competent jurisdiction in a final decision so determines, this Agreement shall continue in force save that such provision shall be deemed to be deleted with effect from the date of such agreement or decision or such earlier date as you and the Bank may agree.

## 27. CERTIFICATE

To prevent unnecessary disputes, you agree that unless you can prove otherwise, a certificate signed by a manager of the Bank whose appointment/capacity need not be proved or his representative is sufficient proof of the date of publication, withdrawal, transmission and content of:

- a. the current version and all previous versions of this agreement;
- b. notices and disclaimers posted on the service; and
- c. Notification sent under this agreement.

## 28. JUSRISDICTION/LAW

This agreement will be governed and construed in accordance with the laws of the Islamic Republic of Pakistan without reference to any conflict of law provisions.

## 29. GENERAL PROVISIONS

The headings of the clauses in this agreement are provided for convenience and ease of reference only and will not be used to interpret, modify or amplify this agreement.

Where any dates or times need to be calculated in terms of this agreement, the international standard time (GMT) plus Five (5) hours will be used.

Whenever disputes result from the peculiarities of the MCB MOBILE service, we both authorize a court or arbitrator, as the case may be, to interpret this agreement in such a manner as to facilitate normal banking without placing undue emphasis on technical issues.

No failure or delay by us to exercise any of our rights is to be construed as a waiver of any such right, whether this is done expressly or is implied. It will also not affect the validity of any part of these conditions or prejudice our right to take subsequent action against you.

## 30. LEGAL CAPACITY

You warrant to us that you have the required legal capacity to enter into and be bound by this agreement. Anyone below the age of 18 must be assisted by their legal guardian when reading this agreement. If you are unsure whether you have the legal capacity to enter into agreements, you have to contact someone able to provide you with this information before you continue to use MCB MOBILE. Our Customer Care Centre will be able to help you in this matter.

## 31. ACCEPTANCE OF TERMS AND CONDITIONS

1. Once the customer logs in to MCB MOBILE, it is deemed that he/she has accepted these Terms and Conditions. The Bank may at any time vary the terms and conditions by posting revised terms and conditions on its website. The customer hereby waives any right of contestation in respect thereof and agrees to be bound by the same.

2. The customer confirms having read, understood and accepted the above terms and conditions in acknowledgement of which he/she has signed this agreement and application.